

PART 1 – DEFINITIONS AND INTERPRETATION

If any provision in a definition is a substantive provision conferring rights or imposing obligations on any PARTY, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Policy Contract.

In this Policy document, unless the context requires otherwise:

- (a) the singular shall include the plural;
- (b) a reference to any gender shall include the other genders;
- (c) a reference to a person shall include all Bodies Corporate and vice versa; and
- (d) the following terms, which will be capitalised when used, will each have the following meaning:

- 1.1 **ADULT DEPENDANT:** An adult who is financially dependant on a PRINCIPAL MEMBER and who is named on the MEMBERSHIP DATA FORM.
- 1.2 **BENEFIT:** The amount of COVER payable in terms of Part 5.
- 1.3 **Group Scheme:**
- 1.4 **COVER:** In respect of each COVERED LIFE, the amount which has been elected by the PROPOSER, and which amount has been accepted and approved by MASIHLUME BURIAL SOCIETY as being the applicable cover. The maximum COVER in total under all Group Scheme Plans provided by MASIHLUME BURIAL SOCIETY covering a COVERED LIFE, is R50 000 per COVERED LIFE. The cover for a DEPENDANT CHILD, shall be subject to the prescribed legal limits of R20 000 for children below the age of 6, and R30 000 for children between the age of 6 to 14 years.
- 1.5 **COVERED LIFE:** A PRINCIPAL MEMBER and his DEPENDANTS who MASIHLUME BURIAL SOCIETY has accepted to be covered hereunder.
- 1.6 **DATE OF COMMENCEMENT:** Date of receipt of the first premium.
- 1.7 **DEPENDANT: A SPOUSE, DEPENDANT CHILD or ADULT DEPENDANT of a PRINCIPAL MEMBER** as at the date on which the MEMBERSHIP DATA FORM is recorded by MASIHLUME BURIAL SOCIETY.
- 1.8 **DEPENDANT CHILD:** A child named on the MEMBERSHIP DATA FORM, who is financially dependent on a PRINCIPAL MEMBER, provided that such child, at the time of his death, is unmarried and is under age 21. The age limit of 21 years shall be extended:
 - Up to age 24 where such child is a full-time student, or
 - indefinitely where such child is incapacitated by mental or physical infirmity, cannot maintain himself, and is wholly dependent upon a PRINCIPAL MEMBER.

For the purposes of this definition, a stillborn child will also be regarded as a dependent child, provided that the foetus was at least 26 weeks old as at the date of the pregnancy's termination . (MASIHLUME BURIAL SOCIETY only allows a maximum of two valid claims for these children).
- 1.9 **MEMBER DATA:** Names, identity numbers, premiums and contact details such as phone numbers and email addresses.
- 1.10 **MEMBERSHIP DATA FORM:** The form required by MASIHLUME BURIAL SOCIETY in accordance with the provisions of clause 3.8.
- 1.11 **MASIHLUME BURIAL SOCIETY:** Masihlume Funerals
- 1.12 **PARTIES:** MASIHLUME BURIAL SOCIETY and the PROPOSER.
- 1.13 **PLACE OF PAYMENT:** MASIHLUME BURIAL SOCIETY's principal place of business in Watergate.
- 1.14 **PRINCIPAL MEMBER:** A person shall become a PRINCIPAL MEMBER on the happening of all of the following events:



- The completion by or on behalf of that person, and signature by that person, of the MEMBERSHIP DATA FORM;
- The receipt and record by MASIHLUME BURIAL SOCIETY of the MEMBERSHIP DATA FORM in respect of that person.

1.15 PROPOSER: The BURIAL SOCIETY.

1.16 REVIEW DATE: 1 September.

1.17 REVIEW PERIOD: The first review will take place on the 1 September after the DATE OF COMMENCEMENT. If 1 September is less than 6 months after the first of the month of the DATE OF COMMENCEMENT, the first review will take place on 1 September in the following year.

1.18 SPOUSE: The person married to a PRINCIPAL MEMBER by any law, custom or religion, or if they are not so married, is living together with a PRINCIPAL MEMBER as a couple and who is named on the MEMBERSHIP DATA FORM.

Where a PRINCIPAL MEMBER has more than one wife, only one such person will qualify as the PRINCIPAL MEMBER'S SPOUSE in terms hereof and the SPOUSE shall be nominated in writing by a PRINCIPAL MEMBER to MASIHLUME BURIAL SOCIETY on the MEMBERSHIP DATA FORM.

PART 2 - ELIGIBILITY AND COVER

2.1 ELIGIBILITY

All PRINCIPAL MEMBERS and their DEPENDANTS shall be eligible for COVER under this Policy as from the date set out in clause 2.2., provided they meet the age requirements as laid down by MASIHLUME BURIAL SOCIETY.

2.2 COVER

2.2.1. The PROPOSER shall apply for COVER under this Policy in respect of each person who becomes a PRINCIPAL MEMBER and his DEPENDANTS.

2.2.2 Subject to meeting the age requirements as laid down by MASIHLUME BURIAL SOCIETY, the COVER for each PRINCIPAL MEMBER and his DEPENDANTS will commence on the date of commencement, (as defined).

PART 3 - GENERAL

3.1. BENEFITS NON-ASSIGNABLE

The benefits under this Policy shall not be capable of being ceded, pledged or assigned in any way, unless in terms of the provisions clause 3.20 below.

3.2 CURRENCY

All moneys due to or by MASIHLUME BURIAL SOCIETY in terms of this Policy will be payable at MASIHLUME BURIAL SOCIETY'S principal place of business in Watergate in the lawful currency of the Republic of South Africa.

3.3 SURRENDER VALUE

This Policy shall have no surrender value and in the event of the termination of the COVER of a COVERED LIFE or of the discontinuance of this Policy, there shall be no refund in respect of premiums paid.

3.4 LIABILITY OF PROPOSER/NO CONTRACT FOR BENEFIT OF A THIRD PARTY

No contract between MASIHLUME BURIAL SOCIETY and any person other than the PROPOSER is hereby constituted, and no action hereunder shall be maintained against MASIHLUME BURIAL SOCIETY, except by the PROPOSER.

Any negotiations which may be conducted with MASIHLUME BURIAL SOCIETY in respect of this Policy shall be conducted exclusively by the PROPOSER.



3.5 WHOLE POLICY, AMENDMENT TO OR DISCONTINUANCE OF POLICY

- 3.5.1 This Policy constitutes the entire agreement between the PARTIES.
- 3.5.2 No undertakings, representations, warranties, or promises of any nature whatsoever, other than as set out herein, have been given by either of the PARTIES and neither PARTY shall be bound, by any undertakings, representations, warranties, promises or any nature whatsoever, not recorded herein.
- 3.5.3 MASIHLUME BURIAL SOCIETY is entitled to vary any one or more of the terms and conditions of this Policy if there is a change in applicable law or regulation, or in the interpretation thereof by the appropriate court or regulatory authority.
- 3.5.4 In addition, MASIHLUME BURIAL SOCIETY has the right to amend the terms and conditions of this Policy annually, subject to one month's prior written notice to the PROPOSER. If the PROPOSER is not prepared to accept such amendment, it shall be entitled to discontinue this Policy in accordance with clause 3.5.7. This Policy may also be amended at any time by agreement between the PROPOSER and MASIHLUME BURIAL SOCIETY.
- 3.5.5 Any alteration or variation of the terms and conditions of this Policy as set out in clauses 3.5.3. and 3.5.4. above shall be recorded in writing, signed by MASIHLUME BURIAL SOCIETY and set out in an endorsement to the Policy.
- 3.5.6 Save as is otherwise provided in clause 3.5.5., no alteration of, variation to, addition to, or deletion from this Policy, nor any alteration or variation of this sub-clause, shall be of any force or effect unless it is recorded in writing and signed by the PARTIES.
- 3.5.7 This Policy may be discontinued at any time by the PROPOSER or MASIHLUME BURIAL SOCIETY, by giving the other PARTY at least three months prior written notice.
- 3.5.8 In the event of the PROPOSER exercising its right in terms of clause 3.5.7. as a result of an amendment to the terms and conditions of the Policy, the amended terms and conditions will apply during the period between the effective date of such amendment and the expiry of the discontinuance notice period.
- 3.5.9 MASIHLUME BURIAL SOCIETY has the right to cancel this Policy with immediate effect if:
- 3.5.9.1 the PROPOSER is placed in liquidation or effects a compromise with its creditors;
 - 3.5.9.2 any premium due in terms of clause 4.3.3. remains unpaid more than fifteen days after its due date in terms of clause 4.3.2.;
 - 3.5.9.3 there is any material non-compliance by the PROPOSER in respect of any of the provisions of this Policy.

3.6. COOLING OFF RIGHTS

- 3.6.1 The PROPOSER shall have the right to cancel this contract within 31 days of having received this Policy contract, provided that no benefits have been paid. In the event of such cancellation, the PROPOSER shall be entitled to a return in premiums paid, minus the cost of any cover already enjoyed.
- 3.6.2 The PRINCIPAL MEMBER shall have the right to cancel their cover within 31 days of having received their membership certificate showing the summary of their cover, provided that no benefits have been paid. In the event of such cancellation, the PRINCIPLE MEMBER shall be entitled to a return in premiums paid, minus the cost of any cover already enjoyed.

3.7. DECISION OF PROPOSER

Wherever in terms of this Policy any matter is stated to be subject to the decision of the PROPOSER, then, except as is otherwise provided herein, the decision of the PROPOSER thereon shall be final and binding on all PARTIES concerned under all circumstances.

3.8. DECISION AND DISCRETION OF MASIHLUME BURIAL SOCIETY

Wherever the Policy either directly or indirectly states that any matter is subject to the decision of MASIHLUME BURIAL SOCIETY or subject to proof to the satisfaction of MASIHLUME BURIAL SOCIETY, MASIHLUME BURIAL SOCIETY will have full



discretion as to its requirements upon which such decision or such proof, as the case may be, will be dependent. No previous specification of requirements by MASIHLUME BURIAL SOCIETY in relation to any previous matter will in any way create a precedent as to the form or extent of MASIHLUME BURIAL SOCIETY'S requirements for any subsequent case.

3.9. RETURNS

The PROPOSER shall furnish MASIHLUME BURIAL SOCIETY with data reflecting its COVERED LIVES and such other information regarding COVERED LIVES as MASIHLUME BURIAL SOCIETY may reasonably require for administration of this Policy. Regular monthly statements will be provided to the PROPOSER by MASIHLUME BURIAL SOCIETY on any changes to COVERED LIFE data.

If MASIHLUME BURIAL SOCIETY should ascertain the misstatement of any particulars relating to a PRINCIPAL MEMBER; the premiums, BENEFITS and date of payment of BENEFITS, shall as appropriate, be adjusted. Provided however, that if in the light of the facts, a COVERED LIFE would not have been eligible to be covered under this Policy, his COVER shall be terminated forthwith.

It is specifically provided that MASIHLUME BURIAL SOCIETY shall not be liable for any claim arising under this Policy in respect of a member of the BURIAL SOCIETY who, due to omission on the part of the PROPOSER, did not become a COVERED LIFE; provided that any such member may become a COVERED LIFE on such terms and conditions as MASIHLUME BURIAL SOCIETY in its absolute discretion shall decide.

3.10. PROOF OF IDENTITY

Proof of identity to the satisfaction of MASIHLUME BURIAL SOCIETY is required in respect of a COVERED LIFE, before the payment of any BENEFIT is to be made, unless MASIHLUME BURIAL SOCIETY specifies otherwise.

3.11. MEMBER DATA

3.11.1. The Proposer must provide MASIHLUME BURIAL SOCIETY with the full Member Data to enable MASIHLUME BURIAL SOCIETY to provide cover, and fulfil the legal obligations of MASIHLUME BURIAL SOCIETY, including the ability to communicate with end members.

3.11.2 The Proposer is obliged to send updated Member DATA bi-annually, to ensure MASIHLUME BURIAL SOCIETY has the most up-to-date, which is accurate, reliable, secure and complete for every Member of the Proposer.

3.12. PROTECTION OF PERSONAL INFORMATION

3.12.1 The personal information received by MASIHLUME BURIAL SOCIETY in accordance with this Policy will be used, as and when appropriate, for the following purposes:

- Underwriting
- Assessment and processing of claims
- Claims checks (ASISA and Life & Claims Register)
- Fraud prevention and detection
- Tracing beneficiaries
- Market research and statistical analysis
- The marketing of MASIHLUME BURIAL SOCIETY products
- Audit and record keeping purposes
- Compliance with legal and regulatory requirements
- Verification of the personal information provided.

3.12.2 When MASIHLUME BURIAL SOCIETY engages service providers to process personal information on its behalf or to render services to it, MASIHLUME BURIAL SOCIETY may share some personal information with these service providers. Should these service providers be abroad, MASIHLUME BURIAL SOCIETY will not share the personal information with them unless it is satisfied that adequate security measures are in place to protect the personal information.



3.12.3 The Policyholder is advised and encouraged to inform all members/lives assured that MASIHLUME BURIAL SOCIETY holds and is processing their personal information for the purposes noted above. The Policyholder or a member/life assured may access the personal information relating to him or her and, subject to the provisions this contract may request the correction of any errors or the deletion of this information. In certain cases, the Policyholder and members/lives assured have the right to object to the processing of their personal information.

3.12.4 The Policyholder or members/lives assured have the right to complain to the Information Regulator, whose contact details are: www.justice.gov.za/inforeg/index.html.

3.13. NON-WAIVER

No extension of time or relaxation of any rights in terms of this Policy, which either of the PARTIES may allow each other at any time, regarding the fulfilment of their respective obligations under this Policy, shall be construed as a waiver by that PARTY or, in any way whatsoever prejudice, that PARTY'S rights in terms of this Policy.

3.14. REPRESENTATION

Any person or organization, other than MASIHLUME BURIAL SOCIETY, appointed by the PROPOSER to carry out any functions or duties in respect of this Policy, will represent and act on behalf of the PROPOSER in respect of all such functions and duties. MASIHLUME BURIAL SOCIETY will not be responsible for any act or omission on the part of such person or organization in respect of any such function or duty.

3.15. TAXATION

Notwithstanding anything to the contrary, MASIHLUME BURIAL SOCIETY shall have the right to do all things that in its opinion are necessary or appropriate to make adjustments to allow for any liability for taxation that it may incur or expect to incur in connection with its business related to this Policy. MASIHLUME BURIAL SOCIETY shall notify the PROPOSER of any such adjustment.

3.16. MARKETING MATERIAL

The PROPOSER shall have any material, in any form whatsoever, depicting MASIHLUME BURIAL SOCIETY'S logo or name, approved by MASIHLUME BURIAL SOCIETY in writing prior to production. Any such material will be removed when this Policy ends.

3.17. MEDIATION

The PARTIES shall initially attempt in good faith to promptly resolve any dispute or claim of any nature whatsoever arising between the PARTIES on any matter provided for in, or arising out of, or in connection with, this Policy. If the dispute or claim is not resolved in this manner, it shall be referred to the Chairperson of the PROPOSER and the Executive General Manager of MASIHLUME BURIAL SOCIETY who shall attempt to resolve the dispute or claim. If these two persons are not able to resolve the dispute, it shall be referred to arbitration in terms of clause 3.19. below.

This clause shall survive the termination of this Policy.

3.18. ARBITRATION

A dispute or claim of any nature whatsoever arising between the PARTIES on any matter provided for in, or arising out of, or in connection with, this Policy, which is not resolved as set out in clause 3.18., shall be submitted to and decided by arbitration.

A "dispute" shall include, but shall not be limited to the following:

3.18.1. Any dispute regarding the interpretation or rectification of this Policy (including this clause);

3.18.2. Any dispute regarding the termination of this Policy, and the consequences of any such termination or purported termination;

3.18.3. Any dispute regarding the voidness or voidability of this Policy;

3.18.4. A counter claim on any matter for which provision is made in, or arising out of, this Policy.



The arbitration shall be referred to the Arbitration Foundation of Southern Africa and shall be conducted in accordance with the standard terms and conditions, and the rules, then applicable in that Forum.

No variation, amendment or cancellation of this arbitration clause shall be of any force and effect unless reduced to writing and signed by both PARTIES.

This arbitration clause is severable from this Policy and shall survive the termination of this Policy.

3.19. CESSION

The PARTIES acknowledge that neither shall be entitled to cede, assign or transfer their respective rights or delegate their respective obligations under this Policy to any third party, without the prior written consent of the other PARTY.

3.20. SEVERABILITY

To the extent that any provision of this Policy is or may become unenforceable for any reason, it shall be severable from the remainder of the Policy which shall remain in force.

3.21. DOMICILIUM

Each PARTY chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purposes of this Policy:

MASIHLUME BURIAL SOCIETY SCHEMES:

Block K, Office 5, Unit 5 Watergate Centre

Cnr AZ Berman Dr&R300

Mitchell's Plain

7785

THE PROPOSER:

Each of the PARTIES shall be entitled from time to time by written notice to each other, to change its chosen address to another physical address, provided that such other address may not be a post office or poste restante.

PART 4 - PREMIUMS

4.1. PREMIUM RATE AND CALCULATION BASIS

MASIHLUME BURIAL SOCIETY shall notify the PROPOSER of the premium rate applicable for each REVIEW PERIOD and the calculation basis to be used to determine the premiums.

4.2. ADJUSTMENT OF PREMIUM RATE AND CALCULATION BASIS

4.2.1. MASIHLUME BURIAL SOCIETY shall, prior to each REVIEW DATE, review and, if necessary, adjust the premium rate which is to apply for the next REVIEW PERIOD.

If, as a result of an increase in the premium rate, the PROPOSER gives notice to discontinue this Policy in accordance with clause 3.5.7., the increased premium rate will apply during the period between the effective date of such increase and the expiry of the discontinuance notice period.

4.2.2. Notwithstanding anything to the contrary in clause 4.2.1., if there is a material change in:

1.2.2.1 the membership profile, and/or

4.2.2.2 the nature of the risk in respect of any COVER provided under this Policy,



MASIHLUME BURIAL SOCIETY has the right to amend the prevailing premium rate and/or calculation basis with effect from the actual date of such change in the membership profile and/or the nature of the risk or to refuse to renew the Policy and will in such event, give three month's written notice of termination.

4.3. PREMIUMS

4.3.1. AMOUNT

The amount of monthly premium due in respect of each PRINCIPAL MEMBER will be determined in accordance with the prevailing premium rate and calculation basis.

Where COVER on a particular COVERED LIFE commenced during a REVIEW PERIOD, the amount of the monthly premium shall be the same as that payable by other PRINCIPAL MEMBERS.

4.3.2. DUE DATE

The monthly premium payable by the PROPOSER to MASIHLUME BURIAL SOCIETY in respect of each COVERED LIFE, shall be due to MASIHLUME BURIAL SOCIETY at the agreed upon date.

4.3.3. PAYMENT

The PROPOSER shall pay the monthly premiums, to provide the COVER for all COVERED LIVES for that month, to MASIHLUME BURIAL SOCIETY on the due date of every month.

If MASIHLUME BURIAL SOCIETY does not receive the full monthly premiums in respect of all the COVERED LIVES on the due date it shall give written notice to the PROPOSER calling upon the PROPOSER to pay the premiums to MASIHLUME BURIAL SOCIETY within fifteen days, from receipt of the written notice.

If MASIHLUME BURIAL SOCIETY does not receive the full premiums before expiration of the fifteen days period following the date on which such premiums became due in terms of clause 4.3.2., MASIHLUME BURIAL SOCIETY shall, unless it decides otherwise, and without prejudice to its right to cancel the Policy in terms of Clause 3.5.9.2, cancel the COVER in respect of the COVERED LIVES for which the premiums had not been received on the date such period expires.

PART 5 - LIFE ASSURANCE BENEFIT

5.1. AMOUNT OF COVER

Subject to clause 5.2., the amount of COVER in respect of each COVERED LIFE at any time shall be as defined.

5.2. EXCLUSIONS

No BENEFIT will be payable in respect of a COVERED LIFE'S death within the six months immediately following the date on which his COVER commenced.

5.3. WAIVER OF EXCLUSION

MASIHLUME BURIAL SOCIETY will waive the exclusion in terms of clause 5.2. in respect of a COVERED LIFE

5.3.1. whose death occurs due to an Accident within the first six months following the date on which a COVERED LIFE'S COVER commenced, or

5.3.2. We will not impose a waiting period on a funeral policy if the Policyholder confirms that they have taken out this Policy to replace a previous policy where the waiting period was served and was cancelled within two months before the application date of the new policy

- This applies to waiting periods served on the policies with the same or different insurer
- This only applies when the same life is insured
- We will reduce the waiting period if the policyholder completed part of the waiting period on the previous, similar policy



5.3.3. in respect of whom MASIHLUME BURIAL SOCIETY has, at its discretion, decided to waive the waiting period.

For the purposes hereof, an "Accident" shall mean an external, unexpected event, which occurred after the date on which a COVERED LIFE'S COVER commenced, that is not traceable even indirectly, to a COVERED LIFE'S state of mental or physical health before the event, and which results in a COVERED LIFE'S death within ninety days of the event.

5.4. TERMINATION OF COVER

A COVERED LIFE'S COVER shall terminate on the earliest of

5.4.1. the date on which he ceases to be a member of the BURIAL SOCIETY, or

5.4.2. the date of discontinuance of this Policy, or

5.4.3. the date a COVERED LIFE ceases to be a SPOUSE, DEPENDANT CHILD or an ADULT DEPENDANT, or 5.4.4. such other date as may be provided for in this Policy.

5.5. PAYMENTS ON DEATH

5.5.1. On production of proof, to the satisfaction of MASIHLUME BURIAL SOCIETY, of the death of a COVERED LIFE, MASIHLUME BURIAL SOCIETY shall pay the BENEFIT to the PROPOSER.

5.5.2. No payment of the BENEFIT shall be made unless all premiums payable in terms of Part 4 have been received by MASIHLUME BURIAL SOCIETY.

ACCEPTED BY THE PROPOSER ON THIS DAY OF 20

(Duly Authorised on behalf of the Scheme)

Print name

Title

(Duly Authorised on behalf of the Administrator)

Print Name





Title

The Underwriters:



OLDMUTUAL



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